TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association, as Collateral Agent		07/01/2010	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Yesmail, Inc.
Street Address:	309 S.W. Sixth Avenue, Suite 900
Internal Address:	Wells Fargo Building
City:	Portland
State/Country:	OREGON
Postal Code:	97204
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2481278	EMANAGE
Registration Number:	2394953	EPREDICT
Registration Number:	2408072	MY.YESMAIL
Registration Number:	2401419	WEBPROMOTE ENGAGE
Registration Number:	2429260	YES - THE BEST RESPONSE OF ALL
Registration Number:	2548743	YES MAIL.COM
Registration Number:	2721878	YESCONNECT
Registration Number:	2416913	YESMAIL
Registration Number:	2799195	YESMAIL
Registration Number:	2416909	YESMAIL NETWORK

CORRESPONDENCE DATA

Fax Number: (202)408-3141

TRADEMARK REEL: 004246 FRAME: 0301

900167492

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 800-927-9801 x2348 Email: jpaterso@cscinfo.com Correspondent Name: **Corporation Service Company** Address Line 1: 1090 Vermont Avenue NW, Suite 430 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005 ATTORNEY DOCKET NUMBER: 453575-10 NAME OF SUBMITTER: Jean Paterson Signature: /jep/ Date: 07/21/2010 **Total Attachments: 5** source=7-21-10 WF-Yesmail-TM#page1.tif source=7-21-10 WF-Yesmail-TM#page2.tif source=7-21-10 WF-Yesmail-TM#page3.tif source=7-21-10 WF-Yesmail-TM#page4.tif source=7-21-10 WF-Yesmail-TM#page5.tif

TRADEMARK REEL: 004246 FRAME: 0302

PATENT AND TRADEMARK RELEASE AND REASSIGNMENT

THIS PATENT AND TRADEMARK RELEASE AND REASSIGNMENT is effective as of July 1, 2010, by WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent ("Wells Fargo").

WITNESSETH:

WHEREAS, Wells Fargo and Yesmail, Inc., a Delaware corporation ("Yesmail"), are parties to that certain Security Agreement dated as of March 25, 2004 (the "Security Agreement"), pursuant to which Yesmail granted a security interest to Wells Fargo in the Collateral (as defined in the Security Agreement) as security for certain obligations owing by Yesmail to Wells Fargo, including, without limitation, the Patents (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit A hereto and the Trademarks (as defined in the Security Agreement) (and intellectual property relating to same) set forth on Exhibit B hereto; and

WHEREAS, in conjunction with the security interest granted to Wells Fargo under the Security Agreement, Wells Fargo and Yesmail entered into that certain Grant of Security Interest in United States Trademarks and Patents, dated as of March 25, 2004 (the "Grant of Security Interest"), pursuant to which Yesmail granted a security interest in (i) all of Yesmail's rights, title, and interest in and to the United States patents and patent applications (the "Patents") as set forth on Exhibit A attached hereto, and (ii) all of Yesmail's right, title, and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Trademarks") set forth on Exhibit B attached hereto, in each case together with (iii) all proceeds and products of the Patents and Trademarks (as defined in the Grant of Security Interest), (iv) the goodwill of the business with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date of the Grant of Security Interest for infringement of any of the Patents and Trademarks or unfair competition regarding the same and all damages awarded therefrom.

WHEREAS, the Grant of Security Interest, as applicable to the Patents, was recorded in the Assignment Division of the United States Patent and Trademark Office on April 15, 2004, at Reel 014521, Frame 0408 and Reel 014521, Frame 0422; and

WHEREAS, the Grant of Security Interest, as applicable to the Trademarks, was recorded in the Assignment Division of the United States Patent and Trademark Office on April 9, 2004, at Reel 002826, Frame 0410; and

WHEREAS, Yesmail has requested that Wells Fargo release its security interest in the Patent and Trademark Collateral subject to the Security Agreement and release the security interest granted pursuant to the Grant of Security Interest;

TRADEMARK REEL: 004246 FRAME: 0303 NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Wells Fargo hereby releases its security interest in all of Yesmail's right, title and interest in and to all of the Patent and Trademark Collateral, including without limitation the security interest granted by the Grant of Security Interest, the Patent registration referred to in Exhibit A and the Trademark registration referred to in Exhibit B annexed hereto and the goodwill of Yesmail's business connected with the use of and symbolized by the Patent and Trademark Collateral.
- 2. Subject to other security interests granted by Yesmail to other financial institutions, Wells Fargo hereby reassigns, grants and conveys to Yesmail, without any representation, warranty, recourse or undertaking by Wells Fargo, all of Wells Fargo's right, title and interest in and to the Patent and Trademark Collateral, including without limitation the Patent registrations referred to in Exhibit A and the Trademark registrations referred to in Exhibit B annexed hereto and the goodwill of Yesmail's business connected with the use of and symbolized by the Patent and Trademark Collateral.

IN WITNESS WHEREOF, Wells Fargo has caused this Patent and Trademark Release and Reassignment to be duly executed by its duly authorized officer and effective as of the day and year first above written.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: Jesse Mason

Title: Assistant Vice President

STATE OF MINNESOTA)) ss COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this _______ day of _________, 2010, by Jesse Mason, who is Assistant Vice President to Wells Fargo Bank, National Association, on behalf of said national bank.

Notary Public for

My commission expires:

fb.us.5374157.02

JENELL F. NALLICK
Notary Public
Minnesota
My Commission Expires January 31, 2015

Exhibit A

YESMAIL, INC.

UNITED STATES PATENT APPLICATIONS

A-1

Patent Name	Patent No.	Filing Date
Method and system for permission based electronic mail distribution	09/473,230	12/27/99
Method and system for permission based	09/598,703	6/21/00

TRADEMARK

REEL: 004246 FRAME: 0305

Exhibit B

YESMAIL, INC. UNITED STATES TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
EMANAGE	2,481,278	8/28/2001
EPREDICT	2,394,953	10/17/2000
MY.YESMAIL	2,408,072	11/28/2000
WEBPROMOTE ENGAGE	2,401,419	11/7/2000
YES - THE BEST RESPONSE OF ALL	2,429,260	2/20/2001
YES MAIL.COM	2,548,743	3/19/2002
YESCONNECT	2,721,878	6/3/2003
YESMAIL	2,416,913	1/2/2001
YESMAIL	2,799,195	12/23/2003
YESMAIL NETWORK	2,416,909	1/2/2001

TRADEMARK REEL: 004246 FRAME: 0306

RECORDED: 07/21/2010